

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

ERIC P. ROBICHEAUX

CIVIL ACTION

VERSUS

NO. 6:20-CV-0404

SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY

COMPLAINT

The Complaint of Eric P. Robicheaux respectfully alleges:

1. This is a claim for disability insurance benefits.
2. This Court has jurisdiction and venue under 28 U.S.C. 1332, as the parties are diverse and the amount in controversy exceeds \$75,000 exclusive of interest and costs.
3. **Plaintiff, Eric P. Robicheaux**, of lawful age and a resident of Maurice, Louisiana is an insured claimant under individual disability insurance policies insured by Southern Farm Bureau Life Insurance Company.
4. **Defendant, Southern Farm Bureau Life Insurance Company** (“Southern Farm Bureau”), is a foreign corporation, domiciled in Jackson, Mississippi and incorporated in Jackson, Mississippi and authorized and doing business in Louisiana.
5. Southern Farm Bureau issued disability policies, No. 01-109056H, No. 01-115967H, No. 01-193827H, and No. 01-306934H, insuring Eric P. Robicheaux.
6. Plaintiff is disabled under the terms of the Southern Farm Bureau insurance policies and has provided Defendant with ample medical documentation and other evidence supporting his claim for disability benefits.
7. Plaintiff’s medical conditions prevent him from performing his job duties and as such he is disabled under the terms of his individual policies provided by Southern Farm Bureau.

8. Southern Farm Bureau received satisfactory proof of loss that fully apprised Southern Farm Bureau of Plaintiff's entitlement to disability benefits.
9. Southern Farm Bureau has, without good reason or cause, denied the claims for benefits despite receipt of proof of his claim for disability benefits.
10. Southern Farm Bureau refused to promptly and fairly adjust and pay these claims. Plaintiff therefore seeks penalties against Southern Farm Bureau under the Louisiana Insurance Code, including, but not limited to, LA 22:658, LA RS 22:1892, LA RS 22:1821.
11. A reasonable and prudent businessman would have paid Plaintiff's claims after receiving the Proof of Loss Plaintiff provided to Southern Farm Bureau.
12. Southern Farm Bureau's failure to pay these claims was arbitrary and capricious, without good cause, and made in bad faith.
13. Despite receiving proof of loss, Defendant did not pay the claims within 30 days.
14. Southern Farm Bureau's denial of these claims has caused Plaintiff financial damage, emotional distress, embarrassment, and anxiety.
15. Southern Farm Bureau breached its obligations under the Policy to Plaintiff by failing and refusing to pay benefits due to him after receiving proof of loss. Further, Southern Farm Bureau's denial letters constitute an express repudiation and anticipatory breach of Southern Farm Bureau's future obligations to pay benefits to Plaintiff under the Policy, thus making all such obligations now due and owing.
16. Defendant intended to cause Plaintiff to suffer severe emotional distress or acted with a reckless disregard of the probability that such distress would result from its conduct.
17. Southern Farm Bureau's denial of these claims has caused Plaintiff untold financial and emotional hardship.

18. As a result of Southern Farm Bureau's conduct as alleged herein, Plaintiff suffers severe emotional distress.
19. Southern Farm Bureau unlawfully denied Plaintiff benefits he is entitled to under terms of the Southern Farm Bureau disability policies.
20. Southern Farm Bureau administered Plaintiff's claim with an inherent and structural conflict of interest as Southern Farm Bureau is liable to pay benefits from its own assets to Plaintiff, and each payment depletes Southern Farm Bureau's assets.
21. Plaintiff has been denied the benefits due Plaintiff under the Plan, has suffered, and is continuing to suffer economic loss as a result.
22. Plaintiff is entitled to an award of interest on all money that Defendants should have paid to Plaintiff.
23. Defendants' denials have required Plaintiff to hire attorneys to represent him in this matter to recover benefits due Plaintiff under the Plan.

WHEREFORE, Plaintiff prays for judgment against each Defendant as follows:

1. For damages, including past and future disability benefits under policy terms, plus interest;
2. For penalties under the Louisiana Insurance Code, including, but not limited to LA RS LA 22:658, LA RS 22:1892, LA RS 22:1821;
3. For damages for the physical and emotional distress Southern Farm Bureau caused to Plaintiff;
4. For all reasonable attorney fees and court costs;
5. For trial by jury; and
6. For all other relief as the facts and law may provide.

Respectfully submitted,

/s/ Reagan L. Toledano
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